AGREEMENT made and entered into this 18th day of December, 1929, between CONSOLIDATED AIRCRAFT CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter sometimes referred to as the "Builder"), and TRI-MOTOR SAFETY AIRWAYS, INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter sometimes referred to as the "Purchaser").

In cancellation of, and substitution for, any and all orders, contracts or other arrangements heretofore given or made by Tri-Motor Safety Airways, Inc., New York, Rio & Buenos Aires Line Inc., or either or both of said corporations, to or with the Builder, relating to Consolidated "Commodore" twin-engined flying boats, the parties hereto do hereby agree as follows:

1. The Builder has constructed and delivered to the Purchaser, and the Purchaser has accepted, three (3) of the flying boats heretofore ordered, and nothing related to or connected with the construction, delivery and acceptance of said flying boats or the payment therefor remains to be done or is included in or affected by this agreement.

2. The Builder agrees to construct for the Purchaser eleven (11) of such Consolidated "Commodore" twin-engined fly-

writing shall be final and binding upon the parties hereto and each of them.

10. The Purchaser shall pay to the Builder, as the price of each such flying boat, complete and as specified herein the sum of One Hundred Thousand ($100,000) Dollars.

11. The Purchaser has paid to the Builder in respect of the first nine (9) flying boats to be delivered hereunder a deposit of One Hundred Thirty-Five Thousand ($135,000) Dollars which deposit shall be applied in payment of the price of said nine (9) boats at the rate of Fifteen Thousand ($15,000) Dollars for each thereof. The Purchaser, upon the execution and delivery of this agreement, shall deposit with the Builder the additional sum of Thirty Thousand ($30,000) Dollars, receipt whereof is hereby acknowledged, which sum shall be applied by the Builder, at the time of delivery of the tenth and eleventh flying boats to be delivered hereunder, equally to the payment of the price of said tenth and eleventh boats, i.e., Fifteen Thousand ($15,000) Dollars thereof to the payment of the price of each. To the extent that said One Hundred Thirty-Five Thousand ($135,000) Dollars and Thirty Thousand ($30,000) Dollars may not be applied as above provided, they may be applied to the payment of any amount that may be due by the

21. This agreement shall be governed and construed and interpreted in accordance with the laws of the State of New York.

22. This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and may be assigned by the Purchaser but shall not be assignable by the Builder.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate by their proper officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, at the City of New York, the day and year first above written.

Attest: CONSOLIDATED AIRCRAFT CORPORATION

Secretary By Vice-President

Attest: TRI-MOTOR SAFETY AIRWAYS, INC.

Secretary By Chairman, Board of Directors

In consideration of the execution and delivery of the foregoing agreement hereunto annexed by Consolidated Aircraft Corporation, and as an inducement to the signature and delivery thereof by said corporation, the undersigned hereby guarantees performance by Tri-Motor Safety Airways, Inc. of all of the terms, covenants and conditions of said agreement on the part of said Tri-Motor Safety Airways, Inc. to be performed.

Dated December 18th, 1929.

NEW YORK, RIO & BUENOS AIRES LINE INC.

By W. P. MacCracken, Jr.
Chairman, Board of Directors.

CONSOLIDATED AIRCRAFT CORPORATION

with

TRI-MOTOR SERVICE AIRWAYS, INC.

A G R E E M E N T